

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

MICHIGAN ELECTRICAL EMPLOYEES' PENSION
FUND, Trustees of; MICHIGAN ELECTRICAL
EMPLOYEES HEALTH PLAN, Trustees of;
NATIONAL ELECTRICAL BENEFIT FUND, Trustees
of; NATIONAL ELECTRICAL ANNUITY PLAN,
Trustees of, SAGINAW JOINT ELECTRICAL
APPRENTICESHIP AND TRAINING COMMITTEE,
Trustees of; SAGINAW LABOR-MANAGEMENT
COOPERATION FUND, Trustees of; FLINT JOINT
APPRENTICESHIP TRAINING COMMITTEE,
Trustees of; and FLINT LABOR-MANAGEMENT
COOPERATION FUND, Trustees of,

Plaintiffs,

Case No.
Hon.

v.

FOUR SQUARE ELECTRIC L.L.C.,
a Michigan limited liability company,

Defendant.

WATKINS, PAWLICK, CALATI & PRIFTI, PC
HOPE L. CALATI (P54426)
Attorneys for Plaintiffs
1423 E. Twelve Mile Rd.
Madison Heights, MI 48071
(248) 658-0800

COMPLAINT

The above-named plaintiffs, by and through their attorneys, WATKINS, PAWLICK, CALATI & PRIFTI, PC, complaining against the above-named defendant, respectfully show unto this Court as follows:

1. Plaintiffs are the Trustees of the Michigan Electrical Employees' Pension Fund, the Michigan Electrical Employees Health Plan, the National Electrical Benefit Fund, the National Electrical Annuity Plan, the Saginaw Joint Electrical Apprenticeship and Training Committee, the Saginaw Labor-Management Cooperation Fund, the Flint Joint Apprenticeship Training Committee, and the Flint Labor-Management Labor-Management Cooperation Fund (collectively, "Funds"), which were established through collective bargaining, are maintained and administered pursuant to Section 302 of the Labor-Management Relations Act of 1947, as amended ("LMRA"), 29 USC §185, *et seq.*, and the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), 29 USC §1001, *et seq.*, and maintain their principal offices in Bloomington, Minnesota, with the exception of the National Electrical Benefit Fund and the National Electrical Annuity Plan, which maintain their principal offices in the City of Rockville, Maryland, the Saginaw Joint Electrical Apprenticeship and Training Committee and the Saginaw Labor-Management Cooperation Fund, which maintain their principal offices in Saginaw, Michigan, and the Flint Joint Apprenticeship Training Fund and

the Flint Labor-Management Cooperation Fund, which maintain their principal offices in Flint, Michigan.

2. Defendant FOUR SQUARE ELECTRIC L.L.C. (“Four Square Electric”), is a Michigan limited liability company and otherwise does business in an industry affecting commerce within the meaning of 29 USC §142 and §185 and 29 USC §1002(5) and (12). Its principal place of business is in the Township of Macomb, County of Macomb.

3. Jurisdiction of this Court is predicated on Section 301 of LMRA, 29 USC §185, and Sections 502(a)(3) and 515 of ERISA, 29 USC §1132(a)(3) and §1145, this being a suit for breach of the fringe benefit provisions of collective bargaining agreements (“Agreements”) entered into by International Brotherhood of Electrical Workers Local Union Nos. 557 and 948 (“Union”), unincorporated labor organizations representing employees in an industry affecting commerce within the meaning of 29 USC §142 and §185 and 29 USC §1002(12), to which defendant Four Square Electric, as an employer, is bound.

4. Venue of the United States District Court for the Eastern District of Michigan, Southern Division, is appropriate pursuant to Section 502(e)(2) of ERISA, 29 USC §1132(e)(2), the district in which defendant is located.

5. Defendant Four Square Electric is bound by the Agreements, copies of which are in defendant’s possession.

6. Defendant Four Square Electric also is, and has been, bound by the terms of the applicable trust agreements establishing plaintiffs incorporated by reference in the Agreements.

7. Under the terms of the Agreements, defendant Four Square Electric was and is obligated to make contributions for fringe benefits (e.g., medical coverage for eligible participant employees and their families, pensions, and annuity benefits) for, or with respect to work performed by, those of its employees who were represented by the Union, which contributions should have been paid directly to the Funds.

8. Defendant Four Square Electric has, in violation of its contractual obligations, failed to pay all of the contributions it was obligated to pay.

9. The amount of the indebtedness of defendant Four Square Electric for such fringe benefit contributions (including contractual liquidated damages and interest) for work performed during the audit period of March 2021 through September 2022 was \$11,411.54, against which payments of \$1,443.00 and \$1,517.32 were applied, for a balance due of \$8,451.22.

WHEREFORE, plaintiffs pray that judgment be entered in their favor and against defendant Four Square Electric containing the following provisions:

A. Adjudicating that defendant Four Square Electric entered into (or adopted) collective bargaining agreements with the Union and that, pursuant to such collective bargaining agreements and applicable law, defendant Four Square Electric

was obligated to make fringe benefit contributions to plaintiffs for, or with respect to work performed by, those of its employees who were represented by the Union;

B. Adjudicating that defendant Four Square Electric is contractually obligated to plaintiffs for the period from (at the latest) March 2021;

C. Ordering defendant Four Square Electric to specifically perform all of the fringe benefit provisions of the collective bargaining agreements which it entered into with the Union;

D. Awarding plaintiffs \$8,451.22, representing the audited indebtedness based on work performed from March 2021 through September 2022, plus all costs, liquidated damages, interest, and attorneys' fees incurred in bringing and prosecuting this present action and all additional amounts to which plaintiffs are entitled pursuant to ERISA and plaintiffs' plan documents; and

E. Granting plaintiffs any and all other relief (including injunctive and equitable relief) to which they might be entitled in equity and good conscience.

Respectfully submitted,

WATKINS, PAWLICK,
CALATI & PRIFTI, PC

By: s/ HOPE L. CALATI (P54426)
Attorneys for Plaintiffs
1423 E. Twelve Mile Rd.
Madison Heights, MI 48071
(248) 658-0800
hcalati@wpcplaw.com

Dated: November 13, 2023